

**CONTRACT CHANGE ORDER**

Change Requested by: Engineer

CCO: 126    Suppl. No. 0    Contract No. 04 - 0120F4    Road SF-80-13.2/13.9    FED. AID LOC.:

To: **AMERICAN BRIDGE/FLUOR ENTERPRISES INC A JOINT VENTURE**

You are directed to make the following changes from the plans and specifications or do the following described work not included in the plans and specifications for this contract.

**NOTE: This change order is not effective until approved by the Engineer.**

Description of work to be done, estimate of quantities and prices to be paid. (Segregate between additional work at contract price, agreed price and force account.) Unless otherwise stated, rates for rental of equipment cover only such time as equipment is actually used and no allowance will be made for idle time. This last percentage shown is the net accumulated increase or decrease from the original quantity in the Engineer's Estimate.

**Adjustment of Compensation at Lump Sum Price:**

Provide a "Free Hanging" cable condition during erection and compaction of the PWS main cable. The corner section of Eastbound and Westbound OBG Lift 12 shall be left out during fabrication and then field installed after erection and compaction of the PWS main cable.

This change order fully resolves Notice of Potential Claim (NOPC) 5. All past, present and future claims against Caltrans by the prime contractor, sub-contractors, its suppliers, including steel fabrication, and lower tier sub-contractors that are incidental to or as a consequence of the disputed work in this change are fully satisfied by this adjustment in its entirety, except for deferred consideration of field erection time impacts as noted below.

For this work, the Contractor will receive a lump sum price of \$2,000,000.00. This sum constitutes full and complete compensation for furnishing all labor, material, tools and incidentals including all markups for all direct costs associated with this Change.

Based on the current approved CPM Schedule, it does not appear this work will impact controlling operations during field erection. However, since the field erection work is several years in the future, consideration of a time adjustment will be deferred until completion of the field erection work specified herein. Determination of a commensurate time adjustment will be made in accordance with Section 10-1.13, "PROGRESS SCHEDULE (CRITICAL PATH METHOD)" and Section 10-1.14, "TIME-RELATED OVERHEAD" of the Special Provisions, as well as Section 8-1.07, "LIQUIDATED DAMAGES", of the Standard Specifications.

Cost of Adjustment of Compensation at Lump Sum Price .....\$2,000,000.00

Estimated Cost: Increase ☒ Decrease ☐ \$2,000,000.00

By reason of this order the time of completion will be adjusted as follows: Deferred

Submitted by

Signature  Resident Engineer

FOR Darryl Schram for Gary Pursell, Sup.T.E. Date 10/23/09

Approval Recommended by

Signature  Resident Engineer

Gary Pursell, Sup.T.E. Date 10/23/09

Engineer Approval by

Signature  Principal Transportation Engineer

Peter Siegenthaler, Prin.T.E. Date 11/3/09

We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the materials, except as otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefor the prices shown above.

**NOTE: If you, the contractor, do not sign acceptance of this order, your attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.**

Contractor Acceptance by

Signature  (Print name and title)

Michael D. Flowers  
Project Director

Date 11-2-09